

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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YURI GARMASHOV,

Plaintiff,

v.

UNITED STATES PARACHUTE  
ASSOCIATION, INC.,

Defendant.

Case No.: 1:21-cv-04917-JGK

**ANSWER WITH AFFIRMATIVE  
DEFENSES**

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Defendant, United States Parachute Association, Inc., (“Defendant”), by and through its undersigned attorneys, Winget, Spadafora & Schwartzberg, LLP, as and for an Answer to the Complaint (“Complaint”) filed by Plaintiff, Yuri Garmashov (“Plaintiff”), hereby alleges as follows:

**AS AND FOR AN ANSWER TO “JURISDICTION”**

1. Paragraph “1” of the Complaint contains legal conclusions to which no response is required; to the extent a response is required, Defendant denies knowledge and information sufficient to form a belief, and respectfully refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “VENUE”**

2. Paragraph “2” of the Complaint contains legal conclusions to which no response is required; to the extent a response is required, Defendant denies knowledge and information sufficient to form a belief and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “PARTIES”**

3. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “3” of the Complaint.

4. Defendant admits that it is a domestic New York State not-for-profit corporation with an office at 5401 Southpoint Centre Boulevard, Fredericksburg, VA 22407, and denies information sufficient to form a belief as to the remaining allegations in Paragraph 4 of the Complaint.

**AS AND FOR AN ANSWER TO “PROCEDURAL HISTORY”**

5. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “5” of the Complaint.

6. Defendant denies information sufficient to form a belief with respect to Paragraph “6”, and refer to the “original Complaint” and any “agreement” for their content and meaning and respectfully refers all questions of law to the Court.

7. Defendant denies knowledge and information sufficient to form a belief with respect to the allegations of Paragraph “7”, and respectfully refers all questions of law to the Court.

8. Defendant denies knowledge and information sufficient to form a belief with respect to the allegations of Paragraph “8”, and respectfully refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “FACTUAL BACKGROUND”**

9. Defendant denies knowledge and information sufficient to form a belief with respect to the allegations of Paragraph “9”, and respectfully refers to its USPA Governance Manuals, and refers all questions of law to the Court.

10. Defendant denies knowledge and information sufficient to form a belief with respect to the allegations of Paragraph “10”, and respectfully refers to its USPA Governance Manuals, and refers all questions of law to the Court.

11. Defendant denies knowledge and information sufficient to form a belief with respect to the allegations of Paragraph “11”, and respectfully refers to its USPA Governance Manuals, and refers all questions of law to the Court.

12. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “12” of the Complaint, and refers all questions of law to the Court.

13. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “13” of the Complaint, and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “THE USPA WRONGFULLY REVOKES MR.  
GARMASHOV’S RATINGS”**

14. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “14” of the Complaint, and refers all questions of law to the Court.

15. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “15” of the Complaint, and refers all questions of law to the Court.

16. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “16” of the Complaint, and refers all questions of law to the Court.

17. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “17” of the Complaint, and refers all questions of law to the Court.

18. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “18” of the Complaint, and refers all questions of law to the Court.

19. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “19” of the Complaint, and refers all questions of law to the Court.

20. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “20” of the Complaint, and refers all questions of law to the Court.

21. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “21” of the Complaint, and refers all questions of law to the Court.

22. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “22” of the Complaint, and refers all questions of law to the Court.

23. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “23” of the Complaint, and refers all questions of law to the Court.

24. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “24” of the Complaint, and refers all questions of law to the Court.

25. Defendant the allegations contained in Paragraph “25” of the Complaint, and refers all questions of law to the Court and refers to correspondence issued to Mr. Garmashov on October 13, 2016 referable to specific violations of the USPA Governance Manual filed in the ECF Docket of this case at Document 17-1 filed August 19, 2021.

**AS AND FOR AN ANSWER TO “THE USPA FAILED TO FOLLOW ITS  
PROMISED PROCEDURES”**

26. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “26” of the Complaint, and refers all questions of law to the Court.

27. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “27” of the Complaint, and refers all questions of law to the Court.

28. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “28” of the Complaint, and refers all questions of law to the Court.

29. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “29” of the Complaint, and refers all questions of law to the Court.

30. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “30” of the Complaint, and refers all questions of law to the Court.

31. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “31” of the Complaint, and refers all questions of law to the Court.

32. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “32” of the Complaint, and refers all questions of law to the Court.

33. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “33” of the Complaint, and refers all questions of law to the Court.

34. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “34” of the Complaint, and refers all questions of law to the Court.

35. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “35” of the Complaint, and refers all questions of law to the Court.

36. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “36” of the Complaint, and refers all questions of law to the Court.

37. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “37” of the Complaint, and refers all questions of law to the Court.

38. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “38” of the Complaint, and refers all questions of law to the Court.

39. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “39” of the Complaint, and refers all questions of law to the Court.

40. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “40” of the Complaint, and refers all questions of law to the Court.

41. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “41” of the Complaint, and refers all questions of law to the Court.

42. Defendant denies the allegations contained in Paragraph “42” of the Complaint, and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “COUNT I” BREACH OF CONTRACT**

43. Defendant repeats and realleges the responses to Paragraph “1” through “42” above as if fully set forth herein in response to Paragraph “43” of the Complaint.

44. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “44” of the Complaint, and refers to its

Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

45. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “45” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

46. Defendant denies the allegations contained in Paragraph “46” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

47. Defendant denies the allegations contained in Paragraph “47” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

48. Defendant denies the allegations contained in Paragraph “48” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “COUNT II” BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR DEALING**

49. Defendant repeats and realleges the responses to Paragraph “1” through “48” above as if fully set forth herein in response to Paragraph “49” of the Complaint.

50. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “47” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.



51. Due to an apparent typographical error, the Plaintiff's Complaint does not contain a Paragraph "51."

52. Defendant denies the allegations contained in Paragraph "52" of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

53. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph "53" of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

54. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph "54" of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

55. Defendant denies the allegations contained in Paragraph "55" of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

56. Defendant denies the allegations contained in Paragraph "56" of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

57. Defendant denies the allegations contained in Paragraph "57" of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “COUNT III” GROSS NEGLIGENCE**

58. Defendant repeats and realleges the responses to Paragraph “1” through “58” above as if fully set forth herein in response to Paragraph “58” of the Complaint.

59. Defendant denies the allegations contained in Paragraph “59” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

60. Defendant denies the allegations contained in Paragraph “60” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

61. Defendant denies the allegations contained in Paragraph “61” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

62. Defendant denies the allegations contained in Paragraph “62” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

63. Defendant denies the allegations contained in Paragraph “63” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

64. Defendant denies the allegations contained in Paragraph “64” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

65. Defendant denies the allegations contained in Paragraph “65” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “COUNT IV” VIOLATION OF CAL. BUS. & PROF.**

**CODE Sec. 17200 et seq.**

66. Defendant repeats and realleges the responses to Paragraph “1” through “65” above as if fully set forth herein in response to Paragraph “66” of the Complaint.

67. Defendant denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph “67” of the Complaint and refers to the statute referenced therein for its language, intent, and legal meaning.

68. Defendant denies the allegations contained in Paragraph “68” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

69. Defendant denies the allegations contained in Paragraph “69” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

70. Defendant denies the allegations contained in Paragraph “70” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

71. Defendant denies the allegations contained in Paragraph “71” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

72. Defendant denies the allegations contained in Paragraph “72” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

73. Defendant denies the allegations contained in Paragraph “73” of the Complaint, and refers to its Governance Manuals and any other forms and documents required by the USPA in connection with membership, and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO “PRAYER FOR RELIEF”**

The “WHEREFORE” Paragraphs immediately following Paragraph “73” of the Complaint state requests for relief to which no responsive pleading is required. To the extent a response is required, Defendant denies Plaintiff is entitled to any relief whatsoever whether based in law or equity.

**WHEREFORE**, Defendant demands judgment dismissing the Plaintiff’s Complaint, for costs and disbursements of this action, including attorneys’ fees, and for such other and further relief as the Court deems just and proper.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff’s claims are time-barred and/or precluded, in whole or in part, by virtue of the expiration of the applicable statute of limitations.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part because he lacks standing to bring some or all of the claims asserted herein and/or to obtain the relief requested in the instant litigation.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to specify or demonstrate actual harm allegedly suffered as a result of Defendant's alleged violations of Federal, State, City, or local laws.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's request for injunctive relief is barred because he cannot prove injury in fact or irreparable harm

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred because the laws cited to do not provide for the relief or recovery of damages as request.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claim should be reduced in proportion to his own comparative negligence.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claim is barred by laches, res judicata, waiver and/or estoppel.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's claim is barred by his own intentional acts which are a superseding cause that breaks the chain of causation.

**TENTH AFFIRMATIVE DEFENSE**

The Complaint fails to join all persons and/or entities necessary for the just adjudication of this action.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's Complaint is barred, in whole or in part, by such additional defenses as Defendant may have that cannot now be articulated due to the generality of portions of Plaintiff's pleadings and the fact that discovery has not been completed. Accordingly, Defendant reserves the right to supplement the foregoing and to raise additional defenses as may appear as the case progresses.

Dated: New York, New York  
February 11, 2022

WINGET, SPADAFORA &  
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*Attorneys for Defendant United States  
Parachute Association, Inc.*

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